

LETTER

FROM THE

ACTING SECRETARY OF THE INTERIOR,

TRANSMITTING,

In response to Senate resolution January 12, 1886, report of W. H. Phillips on the Yellowstone Park.

FEBRUARY 1, 1886.—Referred to the Committee on Territories and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 29, 1886.

SIR: In compliance with a resolution of the Senate, adopted the 12th instant, I have the honor to transmit herewith a copy of a report and accompanying documents, submitted September 12, 1885, by Mr. W. Hallett Phillips, as special agent for investigating certain matters relating to the Yellowstone National Park.

Very respectfully,

H. L. MULDROW,
Acting Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

WASHINGTON, *September 12, 1885.*

SIR: Under date of July 20, last, I was appointed a special agent of the Interior Department to examine into the condition of the Yellowstone National Park, with reference to its protection, reservation, and improvement; and by your letter of that date you ordered me to direct my attention particularly to the following subjects:

You will examine into all leases and other privileges which have been granted by the Department, to ascertain whether the lessees of ground for hotels and other buildings have located the same upon the sites designated, and whether the buildings have been constructed substantially in accordance with the plans approved by the Secretary of the Interior. You will also ascertain whether any of the persons to whom leases or other privileges have been granted have failed to comply with the conditions of the same, or have assumed to exercise any privileges not authorized by this Department, stating in what respect they have deviated from the grant and the reasons assigned by them for such deviation. You will also direct your attention to the subject of what further provision is necessary to the comfort and accommodation of persons visiting the Park; whether it is desirable that any further leases should be granted for hotels, and, if so, at what points. Whether it is desirable that additional privileges should be granted for erecting and providing livery stables, stage lines, or for furnishing pack trains and outfits for persons who wish to camp out, and generally whether any further action should be taken by the Department within the authority conferred by law upon the Secretary of the Interior towards carrying out the design of Congress in setting apart the Park "as a pleasure ground for the benefit and enjoyment of the people."

It is also desired that you will ascertain whether there are any persons residing within the limits of the Park, or carrying on any business therein, without written permission from this Department, giving the names of such persons and their location in the Park.

You also remarked that my attention had been directed to the above-mentioned subjects as those upon which information was particularly desired; although it was not intended that my examination should be strictly confined to those points, but might extend to any matter relating to the Park that might come under my notice, and that the Department would be pleased to receive any suggestions I might have to make in the direction of improvement in the management of the Park, and in the provisions for the enjoyment of it by the people.

I reached the Mammoth Hot Springs in the Yellowstone National Park on July 26, and remained within the Park until September 6. The whole of that time I devoted to the examination of the matters mentioned in your letter of instructions. I visited all the localities where privileges had already been granted by the Department, and where they were likely in the future to be applied for.

The wisdom of Congress in setting aside the land embraced within the Yellowstone Park as a national resort has been fully demonstrated. Every year since 1872, when the action of Congress was taken, has seen a steady increase in the number of persons visiting the Park, and at the same time a corresponding increase in the facilities of reaching it.

From the best information I could gather, I would say that four thousand persons was a low figure at which to place the number of visitors to the Park during the summer just passed.

No portion of the globe affords in a circumscribed area such phenomena and beauties of nature as are contained within the limits of the Park. The Park has become in every sense a national one, and public sentiment demands that the Government should do all in its power toward its care and toward making its wonders accessible to the people.

THE GOVERNMENT OF THE PARK.

Before entering into the particular matters pointed out for my investigation, I desire to call to your attention, on account of its importance, the state of the government of the Park, in order that such Executive recommendations may be made as may seem proper.

It seems strange that Congress should have up to this time neglected to provide any government for the Park, except by the provision of the organic act which places it under the exclusive control of the Secretary of the Interior, whose duty it is made to frame and publish such rules and regulations as he may deem necessary for the care and management of the same.

The Park has now assumed such national importance as to imperatively call upon Congress to provide some system of justice by which the Park and the public visiting it can be protected.

The land embraced within the limits of the Park was originally within the boundaries of the Territories of Montana, Wyoming, and Idaho. The laws of these Territories presumably were in force over such land at the time the Park was established, and continued in force after the reservation, unless there is something in the act of reservation preventing the continued operation of the Territorial laws, or such laws are opposed to laws of Congress or the rules and regulations made by the Secretary of the Interior. So much is clear (*Chicago and Pacific Railroad v. McGlenn*, 114 U. S., 547).

But a different question remains: Can the respective Territories ex-

ercise judicial authority within the boundaries of the Park? This has been attempted by the Territory of Wyoming. At the present time justices of the peace, appointed under a law of that Territory, dated March 6, 1884 (herewith appended, marked A), are holding courts at the Mammoth Hot Springs and at the Lower Geyser Basin, both points within the Park, and since the enactment of the law have tried and punished numerous persons for violations of the act of that date, which is "An act to render operative and effectual the laws of the Territory of Wyoming within that portion of the Yellowstone Park lying within said Territory."

While the provisions of that law for the protection of the Park and the game within it are some of them commendable, it is difficult to see by what right Wyoming has undertaken to exercise through its officers jurisdiction in the Park.

If Wyoming possesses such a right, Idaho and Montana have the same rights, and with such conflicting enactments as they might provide and enforce, it can be easily seen that the pleasure of the visiting public would be seriously interfered with.

It seems to me that when Congress by the organic act put the Park under the exclusive control of the Secretary of the Interior they intended to take it from under the control of the Territorial authorities, and that inasmuch as the Secretaries of the Interior have promulgated rules and regulations for the care and management of the Park, as they have deemed necessary, there is no authority in a Territorial legislature to enforce Territorial enactments within the Park.

By the organic act all persons located within the Park without the assent of the Secretary can be expelled as trespassers. By what right has Wyoming undertaken to locate her authorities within the Park and to enforce her law for its government? That law has never received the assent of Congress, and cannot, therefore, be considered as enforced by Federal sanction.

Moreover, some of the provisions of the Wyoming law are in conflict with the rules and regulations of the Interior Department, and some of them are highly ridiculous.

A regulation approved by Secretary Kirkwood very properly prohibits "the removing of mineral deposits, natural curiosities, or wonders, or the displacement of the same from their natural condition."

Regulation 2 provides that the superintendent of the Park may give permission for the collection of such specimens as can be removed without injury to the natural features or beauty of the grounds.

But by section 7 of the Wyoming act, it is made unlawful "for any person to remove any part, portion, or particle of the natural curiosities or objects of interest, or anything whatever, within the Yellowstone National Park, whether tree, rock, stone, shrubbery, earth, geyser formation, grass, or anything whatever, except that it may be permissible to use lumber for fuel or house building, and any person so offending shall be guilty of a misdemeanor, and shall on conviction thereof be punished by a fine not exceeding \$100, or by imprisonment in the county jail not exceeding six months.

This Draconian legislation was enforced by the Wyoming justices within the Park, to the extent of arresting prominent citizens of Philadelphia for picking up in the public road a few obsidian chips. They were fined \$5 each.

It is in nowise an exaggeration to say that if 10,000 tons of this substance were removed from the road and its vicinity, it would certainly improve the road and add to the attraction of the scene.

While I was in the Park other visitors of the highest respectability, ladies and gentlemen, were arrested for picking up small pieces of the formation of the Hot Springs, and were likewise fined.

Many visitors to the Park like to carry home with them such small specimens of the peculiar formations in the Park as they may chance to pick up, and while it is highly important that the natural beauties of the Park should be preserved from defacement, it can serve no purpose except to annoy visitors to enforce such rules as are contained in the Wyoming law.

By section 12 of that law all fees collected by the justices of the peace, who are appointed for that portion of the Park formerly lying within the boundaries of Wyoming, are to be retained by such justices and paid to them or to the constables; and by section 17 one-half of all the fines assessed against offenders shall be paid to the officer or other person who appears as the prosecuting witness.

Acting under the stimulus of prospective reward arrests were made of tourists while I was in the Park, and from a full acquaintance of the facts I do not hesitate to pronounce such arrests wholly unjustifiable. I refer particularly to the arrest of Messrs. Wylie and Koch, of Bozeman, in August, and that of Congressman Payson, of Illinois, in the same month.

I attended the former trial, which occurred at the Lower Geyser Basin before Justice Hall. The charge was that Messrs. Wylie and Koch had not extinguished their camp fire before breaking camp in the vicinity of the place of trial. They are, I am informed, both gentlemen of high standing in Bozeman. The defendants testified that they had extinguished the fire. Assistant Superintendent Godfrey, who made the arrest, charged that the fire was still smoking when he saw it after the departure of the defendants. Mr. Arnold Hague, chief of the U. S. Geological Survey in the Park, testified that he had visited the site where the camp fire was built; that it was a very small fire, built in the green grass where there was no possibility of its communicating, and that it bore all the evidence of having been entirely extinguished. This was all of the evidence. The justice sentenced the defendants to pay a fine of \$50 and costs. Half of this, under the Wyoming law, went to the assistant superintendent who made the arrest, and Justice Hall informed me that he always divided the fine with the assistant superintendents when they made the arrests. As it is the duty of these assistants to enforce the rules and regulations made by the Secretary of the Interior, and as they are salaried officers of the United States, it is a scandal for them to receive a reward for performing their duty.

In the other case I have referred to, Judge Payson was arrested on a similar charge. He proved that he had extinguished his camp fire and covered it up. He was fined by the same justice \$60 and \$12 costs. Upon his indignantly protesting against this sentence, the justice reconsidered his judgment, and finally agreed to accept \$1 in place of the original fine. I append copy of a communication sent to the Chicago Tribune by Mr. Joseph Medill, the editor of that paper, and published August 22d last, describing Mr. Payson's arrest and trial. Mr. Medill was present at the trial.

Such instances as these show how necessary it is for Congress to provide some judicial machinery for the Park, and not leave the public at the mercy of ignorant or unscrupulous men, appointed under Territorial law.

The practical question is, What should that machinery consist of? I.

answer that it should be by all means of a Federal character, and at the same time it should be of simple character.

It seems to me that a measure should be adopted vesting in the assistant superintendents the powers of deputy marshals, including that of arrest. That two United States commissioners should be appointed, one to sit at the Mammoth Hot Springs and one at the Lower Geyser Basin, with such extraordinary powers as are conferred upon the commissioners appointed under the recent Alaska act. They should be invested with jurisdiction to try all offenses not above misdemeanors, and all violations of the laws of Congress, or the rules and regulations made by the Secretary of the Interior for the government of the Park. At the same time Congress should provide the pains and penalties for a violation of the laws or regulations.

The offenses of a higher nature might be tried by such United States court as Congress should designate.

It would seem too plain to call for argument, that in a national park, the national laws and regulations should be enforced by a national tribunal. Unless this is done the traveling public, embracing persons from all quarters of the globe, cannot find adequate protection.

RULES AND REGULATIONS.

The first rules and regulations were made by P. W. Norris, superintendent in 1881, and were approved by Secretary Kirkwood. They will be found in appendix marked B.

These were amended in 1882 by Secretary Teller, so as to absolutely prohibit the killing of certain kinds of game within the Park.

I nowhere observed within the Park any posting of these regulations, and frequently I was asked by visitors to inform them what the rules and regulations were. The superintendent had not posted the rules and regulations because they were at variance with themselves, and moreover he was not advised whether the Department wished him to post the provisions of the Wyoming law, to which I have referred.

I think that the Secretary should revise the rules and regulations made by his predecessors so as to make them homogeneous, and at the same time should advise the superintendent as to whether he should post the Wyoming law. While ignorance of the law is no excuse, at the same time it savors of harshness to punish for offending against regulations which the public have no accessible means of knowing. The regulations should be printed and posted in all the public houses within the Park and at certain prominent points at which visitors might easily see them; at the same time a penalty should be provided for the defacement or tearing down of such regulations.

In this connection, I beg leave to suggest the following additions to the rules and regulations:

(1) Advertisements are hereby prohibited being posted throughout the Park, except such as may be necessary on buildings situated on leased ground.

The propriety of this rule is manifest. The natural beauties of the Park will soon be obliterated unless such a measure is adopted.

(2) The shooting at, wounding, capturing, or killing of any animal or bird within the Park is hereby prohibited.

The regulation of Secretary Teller enumerates a long list of animals and birds which the regulation makes it unlawful to kill. While blackbirds and other migratory birds are enumerated, such animals as squirrels and rabbits are omitted. This is also the case as to bears.

shooting, therefore, is still permitted to a limited extent within the Park. The consequence has been that under the excuse of hunting bear and other animals not on the enumerated list, the large game in the Park which the Government is so much interested in protecting, have been slaughtered.

If the game within the Park is to be preserved (and that is one of the most important objects of the Park), I am of opinion that all shooting in the Park must be prohibited.

It has occurred to me to suggest an absolute prohibition against the carrying of guns within the Park as an efficient remedy against the killing of the game. In answer to this suggestion it might be rightly said that many visitors to the Park go through it with their guns for the purpose of shooting outside the limits of the Park, and that it would be a hardship to prohibit such persons from carrying their guns with them, or else avoid the Park. Without further remark I will leave this point for your consideration.

In a few years the buffalo, and elk, and mountain sheep will only be seen in the United States within the limits of the Park, and no measure too stringent can be adopted for their protection.

(3) No person without a license from the superintendent shall be permitted to reside within the Park, and act as guide; and the superintendent shall have the power at any time to revoke such license.

I think it would be of great advantage to the public if this rule should be adopted. The traveler would know when he selected a licensed guide; that he was a person on whom he could rely, and at the same time the superintendent would be greatly aided and assisted by a body of men skilled in wood craft and thoroughly acquainted with the country. As guides licensed by the Government they would take an actual pride in serving well the public, and in the protection of the Park. As it is, the public is at the mercy of hordes of worthless fellows in the Park who frequently succeed in palming themselves off as guides.

Before leaving the subject of the regulations, I call your attention particularly to the open violation of the regulation forbidding the sale of intoxicating liquors within the Park. That regulation is a dead letter. At every point in the Park where there are found hotels, saloons are openly kept. At the Geyser Basins there are saloons of the lowest character separate from and adjoining the hotels and in full view of every one entering the hotels. Much of the disorder which has occurred during the past summer in the Park is traceable to these saloons, and the superintendent should be at once ordered to have them closed, and to strictly enforce the regulation.

SUPERINTENDENT AND ASSISTANTS.

The present superintendent, Mr. Wear, is thoroughly efficient and desirous of promoting the interests of the Park. It is absolutely necessary, however, for the protection of the Park, that his assistants should be skilled in wood craft, capable of finding their way through vast tracts of mountain country, without roads or trails. Their duties principally consist in protecting the game and extinguishing forest fires. They should be selected, if possible, from the surrounding region and be tried men, selected on account of their knowledge of the country. Instead of being called assistant superintendents, they should be designated by a name which describes their duties, Park police.

The present number of assistants should be increased if the Park is to be properly protected.

Under the appropriation acts there has been a lump sum appropriated each year for every purpose necessary for the Park. Out of this, salaries are to be paid, and it is uncertain how much of the balance is to go to the superintendent for the general purposes of the Park, and what portion is to be used for roads.

Until an agreement is made between the engineer officer in charge of the roads and the superintendent this is not determined.

It would be of much advantage should the superintendent file in the Department his separate estimates as to the sum he will require, and for the engineer officer in charge to make a like estimate for the roads. Congress would be thus enabled to make a separate appropriation for each.

It seems to be advisable that you should vest in the superintendent all the power you are capable of delegating. He is the representative of the Government in the Park. Being on the spot, he is enabled to form a correct judgment upon which to base action.

The Secretary should be appealed to only in matters of large importance, such as relate to the government and regulations of the Park.

Thus the superintendent should have full authority to give permits to cut hay, or such minor privileges as keeping cattle for beef or herds of cows for supplying milk.

RAILROADS WITHIN THE PARK.

Interested parties have for some years brought to bear a constant pressure upon Congress and the Department to induce action in favor of a railroad through the Park. This railroad is sought ostensibly for the purpose of bringing to market the ore from Cooke City, a mining camp adjacent to the northeast boundary line of the Park.

If there is one object which should be kept in view more than any other, it is that of preserving the Park as much as possible in a state of nature.* A railroad through the Park would go far to destroy its beauty, and besides is not demanded by the public.

The roads through the Park are being improved yearly, and soon will make every portion of the Park easily accessible.* The distance between the points of interest is not great, and transportation is good and plentiful.

Apart from the consideration that a railroad is not needed in the Park, and that it would deface its beauty, is the further consideration that the two great objects of Congress in creating the Park, to wit, the preservation of game and the forests, would be unattainable should a railroad be allowed within the limits of the Park.

The parties interested in the Cooke City mines are seeking to have a portion of the Park cut off and restored to Montana, in order to have a railroad built through it to Cooke City.

I think the Department should strenuously oppose this project. The country proposed to be cut off is one much frequented at times by the game, and its retention within the boundaries of the Park is necessary for the protection of the game.

If the parties interested in the mines really are desirous of a railroad reaching that place, I am satisfied, from diligent inquiry, that a route from Billings, Mont., to Cooke is practicable. Such a route would lie wholly outside the boundaries of the Park.

ROADS.

Lieut. D. C. Kingman, the efficient engineer officer in charge of the roads in the Park, will report fully on this subject.

Lieutenant Kingman has done all in the way of road building which he has been able to effect with the small appropriations at his command. Many points of the greatest interest in the Park cannot yet be reached, except on horseback by trails. The roads to these points—notably points on the Yellowstone Lake and over Mount Washburn to Tower Falls—cannot be built unless a much larger appropriation is made by Congress than was made by the last appropriation act. A large portion of the Park will remain to the public generally *terra incognita* unless additional roads are constructed, and I trust you will succeed in inducing Congress to vote an adequate appropriation for their construction.

Three objects were sought and accomplished by Congress in the establishment of the Park: First, a pleasure ground for the benefit and enjoyment of the people; second, the preservation of the great game of the country, and, third, the preservation of the natural forests in a region where so many of the great rivers of the continent find their source.

To attain the first object, Congress provided that the Park should be kept free from settlement, in order that private rights should not interfere with those of the public, and in order that the region set apart should be preserved in a state of nature.

At the same time it saw that some provision should be made for the accommodation of those visiting the Park, and accordingly it provided in the organic act of 1872 that the Secretary of the Interior may, in his discretion, grant leases for building purposes for terms not exceeding ten years of small parcels of ground at such places in the Park as shall require the erection of buildings for the accommodation of visitors.

Under the power thus conferred, your predecessors have granted a number of leases in various portions of the Park. It is now plain that many of such leases were granted to unfit persons, and at localities where they should never have been granted. The discretion conferred by the act upon the Secretary should be sparingly exercised; otherwise the design of Congress to preserve the Park from settlement will be nullified. At the same time, every accommodation should be furnished to visitors.

The privileges heretofore granted under leases have been principally for hotel purposes, and the leases have included, incidentally, the right to erect and keep stores and livery stables, and the right to transport passengers through the Park.

I am of opinion that no future leases for hotels should authorize the lessees to keep stores or to act as carriers or transportation agents. The privileges should be kept separate and in different hands. The public will thereby be better served, and at the same time at a cheaper rate.

It would be of advantage and a great convenience to the public if there were a few stores in the Park at which they might purchase such provisions and articles as they might need, and at the same time it would be a great saving to the Government officials in the Park, who are at present obliged to send outside its boundaries to make these purchases.

I recommend that the Department should grant licenses for stores—one at the Mammoth Hot Springs and at one of the Geyser Basins—to such persons as may apply and be shown to be responsible.

It is also highly important that the public should have abundant transportation facilities. While there are at present a great many persons carrying on the business of transporting visitors through the Park, with one or two exceptions they have no recognized status.

I think it advisable that licenses should be accorded for the purpose of affording transportation facilities, and that leases of ground or permits for stables and corrals should be granted.

In my opinion, the authority of the Secretary of the Interior to grant leases or permits for stores and transportation facilities is clear. By the organic act, the Park was placed under the exclusive control of the Secretary, and he was empowered to grant leases not exceeding 10 acres for the erection of buildings for the accommodation of visitors.

Your predecessor, Secretary Teller, undertook to grant, by virtue of his powers under the act, exclusive hotel rights to persons afterwards known as the Park Improvement Company. Congress refused to confirm the grant, and provided by the act of March 3, 1883, that—

The Secretary of the Interior might lease portions of ground not exceeding 10 acres to any one person, on which may be erected hotels, and that no hotel or other buildings should be erected within the Park without a lease. And all contracts, agreements; or exclusive privileges theretofore made, in regard to the Park, are declared invalid. (22 Stat., 626.)

It is evident that by providing against exclusive grants of hotel privileges, Congress did not mean to limit the power of the Secretary contained in the organic act to grant leases of ground upon which to erect buildings, for whatever purpose, for the accommodation of visitors. Proper transportation facilities and supply stores are as important for the accommodation of the public as hotel facilities, and if there existed any question as to the authority of the Secretary to grant formal leases of land for such purposes, his power is ample to license the carrying on of such a business within the Park, and to grant permits to establish store-houses, stables, and corrals at such points as should be designated by the Secretary.

The persons to whom I recommend such privileges to be granted I will mention when I come to consider the applications for privileges.

LEASES.

I found great confusion existing as to the leases which had been granted.

In some instances there had been no attempt on the part of lessees to build within the boundaries of their leases. Some of the lessees seemed to think they could build wherever it suited their pleasure, and that the Department would not disturb them when once their buildings were erected. In other instances the leases conflicted with each other.

Again, I found parties had settled in the Park and erected buildings without any pretense of a grant from the Department.

The superintendent should be at once directed to remove from the Park all intruders and trespassers, and to tear down such buildings as they may have erected.

There have now been filed maps of the localities where leases have been granted and buildings erected, at the Mammoth Hot Springs and at the Lower Geyser Basin, prepared under the supervision of Mr. Arnold Hague, chief of the U. S. Geological Survey in the Park. An inspection of these maps will show the situation of the leases at those places. The whole matter can best be understood by taking up seriatim the various leases which have been granted.

Under each lease I will call your attention to such departures from the terms of the lease as may have been made, and generally whether the lessees have performed their agreements with the Government.

MAMMOTH HOT SPRINGS. LEASE OF PARK IMPROVEMENT COMPANY.

This lease was originally made March 9, 1883, to C. T. Hobart and H. F. Douglass and Rufus Hatch. Afterwards a company was organized known as the Park Improvement Company, and a transfer of the lease was made to the company by the lessees with the consent of the Department.

This lease will be found in the appendix marked C.

Prior to that date Secretary Teller had made an agreement under date September 1, 1882, with the same parties, granting to them exclusive hotel and other privileges within the Park, and a lease was drawn up in accordance with the agreement, but never signed, Congress having by the act of 1883, which I have above referred to, nullified the grant.

I append a copy of this agreement, marked D.

It is claimed by the Park Improvement Company that the agreement of 1882 is still in force, except in so far as the privileges thereby conferred are in their nature exclusive.

As this agreement confers many rights not contained in the lease of March 9, 1883, it is of much importance that the Secretary should determine whether the agreement is still in force. My own opinion is that the agreement is no longer operative. The language of the act of 1883 is very broad:

All contracts, agreements, or exclusive privileges made or given in regard to said Park are hereby declared to be invalid.

As the agreement of 1882 was the only contract or agreement which had been made in regard to the Park prior to the passage of the act of 1883, it is manifest that it was the agreement Congress had in view, and I am of opinion that Congress by the act of 1883 nullified this agreement in toto, and not merely in its exclusive features.

If I am correct in this view, all the rights in the Park possessed by the company or its representatives are held by virtue of the lease of 1883.

That lease grants to Hobart and others, whom we shall afterwards designate as the Park Improvement Company, 2 acres at Mammoth Hot Springs, with specified boundaries. An inspection of the map of that locality, to which I have referred, will show that there has never been a building erected by the original lessees or company upon the ground leased to them. It will show, moreover, that the buildings which were erected by the company are scattered over about 40 acres in the vicinity of the Hot Springs formation.

The company has erected a large hotel building, which, although it has been open for visitors for several years, is still in hardly more than a half-finished condition.

The question, therefore, is, what should be done in the premises? As the hotel was a very costly building and could not be removed, I recommend that the holders of the lease be required to confine their buildings within 2 acres, including the site of the hotel, and that they be ordered at once to file in the Department a survey, and be required to surrender the original lease upon the granting by the Department of a new lease. In this connection I would say that the company have erected near the hotel a bath-house, which is an eye-sore, and that it is

a building which the company should be at once ordered to remove. One of the extinct geyser holes is used for a sink for the refuse water. These old geyser holes are objects of interest which should be carefully preserved.

The sanitary condition of the hotel built by the Park Improvement Company at this point is very bad, and I heard much complaint from travelers on this ground. I append hereto a letter, marked G, written to me on the subject by Dr. R. P. Lincoln, a prominent physician in New York, who visited the Park in August last and spent several days at the hotel.

HENDERSON'S LEASE.

This lease was for 10 acres, all situated at the Mammoth Hot Springs. It will be seen by the map that one corner of it conflicts with the Park Improvement Company's lease, to which I have just referred.

As I have recommended that this latter lease be forfeited or surrendered, I now recommend that the lease to the Hendersons be confirmed to them, including that portion in conflict with the Park Improvement Company's lease.

The conflicting portion of the lease is almost all the level ground embraced in the Henderson lease, the balance of the land consisting of hills.

Henderson has commenced the erection of a substantial hotel building, the plans of which have been approved by the Department. He has erected, however, or controls a number of unsightly buildings on or near his lease, and he should be at once ordered to destroy them.

J. A. CLARK'S LEASE.

There is a lease of four acres situated on the plateau fronting the Park Improvement Company's hotel. It will be seen by the map that almost one-half of Clark's lease conflicts with the lease previously granted to F. J. Haynes.

I do not think Mr. Clark should ever have been granted a lease on the plateau. In my opinion, this plateau should have been kept free from private buildings, and reserved for Government purposes.

The superintendent's house should be on this plateau. It was perched on the hill on which it is now situated, 170 feet above the plateau, as a protection against the Indians. It is inconvenient in the highest degree, as it is impossible, without much labor and expense, to haul to the house from below water and supplies.

Appended hereto is a photograph, marked E, which shows all the buildings which have been erected on the plateau.

Clark has erected a stable and blacksmith shop on that portion of his lease. He has besides erected a dwelling-house and bath-house on land which is not covered by his lease. The latter buildings he should be at once ordered to remove.

As to that portion of his lease which conflicts with the Haynes lease Mr. Clark has had a survey made which calls for an additional 2 acres, following, I believe, Haynes's west line. This brings him near to the Mammoth Hot Springs formation, and while this change in his original lease does not altogether meet my views, I still think that it is the best thing to be done under the circumstances. I therefore recommend that the modification of Clark's original lease be made as shown by plot annexed marked F.

HAYNES'S LEASE.

Mr. Haynes I find to be the only person regarding whose lease there is no conflict.

NORRIS GEYSER BASIN.

I was unable to ascertain whether the tents erected by the Park Improvement Company at this point were or were not on the ground leased to them. No buildings have ever been erected by the company at that point, and a few tents constitute all the accommodation afforded to visitors. By the terms of the lease the company was required to erect such hotels or other buildings as might be approved by the Secretary of the Interior, and while no time was specified in the lease, it was implied that the buildings should be erected within a reasonable time. That condition has not been fulfilled, and I do not hesitate to recommend that the lease of ground at this point should be forfeited.

LOWER GEYSER BASIN (FIRE HOLE). MARSHALL'S LEASE.

At this point, which is one of much interest, a lease was made by Secretary Teller of 4 acres of land to G. W. Marshall. This lease was dated January 29, 1884. Subsequently Marshall conveyed to one Henderson one-half of his interest in the lease. This conveyance was ratified by the Department. Afterwards Henderson became possessed of Marshall's half interest and conveyed a half interest in the lease to one Klammer. These two last changes of the title have never been brought to the attention of the Department.

Marshall never attempted to build on the ground leased by him. All the buildings erected are situated on the opposite side of the river. This will be seen by an inspection of the map of the Lower Geyser Basin, now on file.

There has been erected at this point by the lessees a very unsatisfactory hotel building and some small cabins. Henderson and Klammer now apply to have the original Marshall lease changed, so that there should be leased to them the 4 acres marked on the map and on which are situated their buildings, and in addition the 6 acres marked also on the map which embrace part of the Marshall lease. The last-mentioned portion of land is unfit for building purposes, and I recommend that a lease of the 10 acres, as described on the map, be made to Henderson and Klammer on condition of their surrendering the Marshall lease, and upon the further condition that they make such change and improvement in their hotel buildings as the Department may deem necessary.

The Park Improvement Company, or Mr. C. T. Hobart, have also erected at this locality a small building for hotel purposes. I do not find that they have any lease at the Lower Geyser Basin. The building has, therefore, been put up without any authority. The house, which is of undressed pine slabs, costing about \$450, has been used during the past season by the Park Improvement Company, or Mr. C. T. Hobart, as a hotel. The Secretary should at once direct the superintendent to have this structure torn down. It seems surprising that the former superintendent, Mr. Carpenter, should not have prevented its erection.

NOTE.—Since the above paragraph was written there has been found among the files of the Department a letter signed by Mr. Joslyn, the then Assistant Secretary, granting to the Park Improvement Company a lease, including the site of the above referred to building at the Lower

Geyser Basin. This lease was made in place of that numbered 3, at the Madison River. The building, which is barely more than a shanty, should be at once removed, and I recommend that the lease at this point should be forfeited, unless the Park Improvement Company or its successors file in the Department, by the 1st of December next, the plans of such a hotel building as shall be approved by the Secretary, with guarantees that it will be erected within a time specified by him.

UPPER GEYSER BASIN.

The Park Improvement Company, by virtue of the lease to Hobart and others in 1883, held $1\frac{1}{2}$ acres at this point, as described in that lease. Subsequently, on December 11, 1884, the location was changed. There is in course of erection a hotel building, which is about half completed. The contract price was \$3,000. It is built of rough pine boards, and will contain thereby three bedrooms. The house is of a very unsubstantial character, and the accommodation for guests inadequate.

I find the hotel as situated is not on the ground embraced in the original or modified lease, and that it is within a quarter of a mile of one of the principal geysers, Old Faithful.

This is in the face of the act of 1883, which expressly forbids the Secretary of the Interior from granting any lease of land within a quarter of a mile of the geysers. It is proper for me to say that the site itself is a suitable one for a hotel. Without making any recommendation, I leave this matter to be dealt with as the Secretary may deem fit.

A portion of the ground embraced in Mr. Haynes' lease is situated at the Upper Geyser Basin, but its precise location I was unable to ascertain in the absence of a definite survey. Mr. Haynes, however, claims that the hotel building is situated on the land covered by his lease. There are a number of squalid buildings at the Upper Geyser Basin, erected without authority of law, which should be at once removed.

FALLS AND GRAND CAÑON OF THE YELLOWSTONE RIVER.

The Park Improvement Company were granted under the lease of 1883 $1\frac{1}{2}$ acres of land at this point, "beginning at a point due east from the head of Cañon or Great Falls, and 1,320 feet distant therefrom, thence east 255 feet."

¶ This description would carry the lessees to the opposite side of the river and cañon from that on which they must have intended the lease to run, as there are no means of reaching that side.

On March 3, 1885, the lessees procured a modification of their lease so as to have the same commence on the east side of the river, 150 feet from Point Lookout, which is a point on the finest portion of the Grand Cañon. The lessees have made no attempt to build on the ground leased to them. They have erected a number of tents on ground situated about 1 mile from that included in the modified lease, which have supplied all the accommodation afforded visitors for the past seasons.

These tents contain twenty-one beds, but the person in charge informed me that they could accommodate forty-two people, and had a few nights before accommodated seventy-one.

I think that the lessees have so plainly and so long failed to provide the proper hotel buildings and accommodations for the public that their lease at this point should be forfeited, and I strongly recommend that course to the Secretary. If, however, he should be of the opinion

that this course should not be adopted, then I recommend that the lessees be required to take a lease of $1\frac{1}{2}$ acres, including the ground which they now occupy with the tents, and that the modified lease near Point Lookout should be rescinded. It is too near the finest portion of the Grand Cañon, and buildings erected on the ground leased would greatly mar the beauty and grandeur of the scene. Moreover, if the parties are allowed to remain where they are, they should be required to erect their buildings before the opening of the next season.

No lease should be given in the immediate vicinity of the Grand Cañon.

The Park Improvement Company also obtained leases in March, 1883, at the Yellowstone Lake, at Tower Falls, Soda Springs, and on the south bank of Madison River.

NOTE.—Since the above paragraph was written I have ascertained that the lessees no longer claim the sites at Tower Falls and Madison River, having obtained from Secretary Teller in exchange therefor leases at Norris Geyser Basin and at Lower Geyser Basin or Fire Hole. As to these latter leases I have made recommendations elsewhere.

Nothing at all has been done by the company at these points, and I recommend that the leases at the points named be at once forfeited.

While in the Park I attempted to ascertain the status of the Park Improvement Company, and also the status of those who are at present managing the affairs of the company in the Park. As near as I could learn it is as follows:

The company becoming insolvent, George B. Hulm was appointed by one of the Wyoming courts receiver. On the opening of the season last year, the Northern Pacific Railroad loaned the receiver \$20,000, to secure which, receiver's certificates were issued to the company. Those certificates, I understand, the railroad still holds. Mr. C. T. Hobart claims that the receiver leased all the rights of the Park Improvement Company to him. I was not able to procure a copy of that lease, nor do I understand that it has ever been filed in the Department or approved by the Secretary. I was also informed that the whereabouts of the receiver were not known, and that an application for a new receiver would be made next month.

The affairs of the company are in great confusion, and I heard much well-founded dissatisfaction expressed by travelers at the poor accommodation furnished them at the places at which leases had been granted to the company.

While the unfortunate financial reverses of the company have no doubt had much to do with this state of things, yet the interests of the public are to be first consulted. If the travel to the Park is to continue to any large extent, adequate accommodation must be afforded travelers, and the Department should see that privileges within the Park are accorded to persons of such financial standing that they can carry out at once such agreement as they may make with the Government for the accommodation of the public.

I may here say that every future lease should specify the time within which the required buildings must be completed.

JAMES S. BRISBIN.

On July 27, 1882, the privilege of putting a steam vessel on the Yellowstone Lake for the carriage of passengers was granted to James S. Brisbin.

The steamer has never been built, and I recommend that the privilege be now revoked.

MRS. E. M'GOWAN.

May 1, 1884, a grant was made to Mrs. McGowan of the right to construct and maintain a telegraph line through the Park to Cooke City.

Some poles were erected for a small portion of the route by Mrs. McGowan, and the project was then abandoned.

I recommend that this privilege be revoked.

APPLICATIONS FOR LEASES AND PRIVILEGES.

On my departure from Washington there was placed in my hands a large number of applications for leases and privileges, which you requested me to report upon. I have given full consideration to each application and will in each case report separately.

ELMWOOD HOFER, BOZEMAN, MONT.

He applies for a lease at the Mammoth Hot Springs for a stable and corral.

Mr. Hofer is the leading guide and outfitter in the Park, and I take pleasure in favorably recommending his application. His business is principally confined to outfitting camping parties for the trip through the Park, and furnishing horses. He is a man of high character and in every way worthy of the confidence of the Department. I recommend that a lease or license be given him for the purpose of enabling him to erect a stable and corral at the Mammoth Hot Springs near the present ice-house of the Park Improvement Company. Mr. Hofer should be required to furnish a survey of the site designated, and the amount of land embraced therein should not exceed 2 acres.

WAKEFIELD AND HOFFMAN, BOZEMAN.

They desire a lease or license to erect stables and corrals for the purpose of furnishing transportation facilities. They do the largest stage transportation business in the Park, and are operating now under the lease to the Park Improvement Company. They are men of high financial standing, and I recommend that a lease or license be granted to them to erect a stable and corral at each of the geyser basins, at the lake, and at the Falls of the Yellowstone, the quantity of land at each point not to exceed 1 acre in extent, and to be located at such points as should meet with the approval of the superintendent of the Park. The right should also be accorded to them to cut hay and grass for their stock at such points and in such quantities as should be designated by the superintendent.

Care should be exercised that the parties should occupy such locations as are to be out of sight, and removed from points of interest or beauty.

At the Mammoth Hot Springs, Wakefield and Hoffman are occupying a stable and corral which, they inform me, was built at the joint expense of themselves and the Park Improvement Company. They are satisfied with the site and express a willingness to pay the company or its successors the value of the interest of the company.

As the buildings are not on the lease of the company, I regard this proposition as a fair one, and recommend that Wakefield and Hoffman should be allowed to remain in possession of the ground now occupied by them, but that they should at once be required to furnish to the Department a survey of the land at present so occupied.

BASSETT BROTHERS, BEAVER CAÑON, IDAHO.

They wish right to erect stable and corral at the Lower Geyser Basin. They carry all the travelers who come into the Park from the Union Pacific Railroad. I earnestly recommend their application to the favorable consideration of the Secretary. The same facilities ought to be furnished to the public coming into the Park by way of the Union Pacific as are furnished those who come by way of the Northern Pacific.

I recommend that Bassett Brothers be granted the right to erect a stable and corral at the Lower Geyser Basin, on the west side of the river, and on the south side of the road coming from Beaver Cañon, the exact side to be selected with the approval of the superintendent, and not to exceed 1 acre in extent.

NELSON CATLIN.

He wishes the right to erect a stable and corral at the Mammoth Hot Springs. Mr. Catlin is a man of character, and is at present engaged in transporting travelers through the Park.

I recommend that he be granted the right to erect a stable and corral at such point at the Mammoth Hot Springs as should meet with the approval of the superintendent.

C. J. BARONETT AND J. W. PONSFORD.

They request that they be granted a lease of certain land (site of "Baronett's Bridge").

This application should be refused. The bridge was built in 1870 (before the Park was set apart) without any authority, as far as I can ascertain, having been accorded for that purpose. From that time toll has been exacted and collected by the parties who built the bridge, equally from the officers of the Government and from private individuals crossing the Yellowstone River. It is the only bridge across the Yellowstone in the locality where situated.

There has undoubtedly been enough toll collected to pay for the bridge. It is an anomaly that a private toll bridge should be permitted in the National Park, and there should be at once a stop put to the imposition of toll.

Although the bridge is not such a one as would have been built in the first instance by the Government, yet it answers all purposes.

After thorough inquiry I became satisfied that \$1,500 would be full indemnity to pay to the owners for the purchase by the Government of the bridge. There can exist no doubt that it should belong to the Government, and Congress should be asked to appropriate the sum I have named for its purchase.

R. P. VIVION, BOZEMAN, MONTANA.

He desires a lease of ground at Soda Butte Spring.

The vicinity mentioned is not at all visited by tourists, and I report adversely upon this application, on the ground that there is no present need for hotels at the point named.

GEORGE J. JACKSON, BOZEMAN, MONTANA.

I make the same report in this case as in that of Vivion. The request is for a lease of land in the same vicinity.

I did not think it necessary to inquire into the facts which Mr. Jackson alleges show that he was unjustly removed from the Park and harshly treated by former Superintendent Carpenter.

F. HESS, FORT DODGE, IOWA.

He applies for a lease of ground for the purpose of erecting an observatory.

This is not one of the purposes for which the Secretary is authorized to grant a lease.

G. W. REA, BEAVER CAÑON, IDAHO.

He requests a lease for the purpose of establishing a museum of natural history.

What I have said on the preceding application applies to this. I report adversely upon the same.

THOMAS LUDLOW, BOZEMAN, MONTANA.

He requests privilege of building and operating a steamboat on Yellowstone Lake.

I recommend that this privilege be refused. There is at present no need for such a privilege.

A. L. BROWN AND OTHERS, LIVINGSTON, MONT.

They request a similar privilege as the preceding, and I recommend that it be refused.

F. W. PETTIGREW, FLANDREAU, DAK.

He wants a lease on the Yellowstone Lake for the purpose of erecting a hotel.

I report adversely upon this application. The travel to the point named is not at present sufficient to call for a grant of hotel privileges.

J. H. BALDWIN, NEW YORK.

The same remarks as in the preceding case apply to the application of Mr. Baldwin, which is for a lease at the lake.

MRS. MARY J. FOUTS, GARNET, KANS.

She desires to keep a boarding-house within the Park. I recommend that this application be denied.

All of which is respectfully submitted.

W. HALLETT PHILLIPS,
Special Agent.

Hon. L. Q. C. LAMAR,
Secretary of the Interior.

ARREST OF MR. PAYSON.

CONGRESSMAN PAYSON ARRESTED IN THE NATIONAL YELLOWSTONE PARK AND
FINED SIXTY DOLLARS.

CINNABAR, MONT., August 21. (Special.)

Last Monday, the 17th, Judge Payson, a member of Congress from Illinois, accompanied by his wife and son and two lady friends of the family, camped out for the night in the vicinity of the lower geyser of Fire Hole Basin, in the Yellowstone National Park, on his way to the Upper Geyser Basin, as he is passing his vacation in the Park this summer. In the morning, after packing their tents, loading up their teams, and starting for their destination, one of the assistant superintendents of the Park,

who is also acting in the capacity of constable for that vicinity, exercising his authority as such under the laws of Wyoming, visited the place where the judge's family had camped, and in kicking over the embers, which were covered with earth, he discovered one of them on which was a little fire smouldering about as much as the end of a lighted cigar, which had not been extinguished before the party left their camping ground. He immediately reported his discovery to a party who claims to be a justice of the peace of Wyoming Territory for that neighborhood by the name of Hall, whose previous occupation before assuming the judicial robe was that of a wood-chopper. Hall immediately issued a warrant for the arrest of Judge Payson on the complaint of the alleged constable. The constable mounted his cayuse, galloped up the road 2 or 3 miles, overtook Judge Payson's team, arrested him, stopped the expedition, and brought the judge back into the august presence of the judicial magistrate. The justice said that he would try the case immediately, but Judge Payson demurred to such summary proceeding and asked for a continuance of two days until he would return on his way out of the Park from Upper Geyser Basin. He was allowed two days' grace.

Wednesday, the 19th instant, the judge and his party had returned from Upper Geyser Basin to meet his fate, and the case was opened and proceeded with. The alleged constable, acting under the authority of the Secretary of the Interior, testified substantially as above stated, that he visited the camp-ground, and kicking over the ashes and earth from the embers he discovered some fire on the end of a small stick. The prosecution rested. Judge Payson's driver testified that under the instructions of the judge he had carefully extinguished the fire; that he poured a bucket of water on all the burning brands, and then heaped earth on them; that, when they left the scene, there was neither fire nor smoke to be seen, and he supposed there was a complete extinguishment. The place where the camp was pitched was on a piece of bare ground, a considerable distance from any grass or combustible substance, and the judge, the driver, and another member of the party testified that it would have been impossible for any fire to have started from the extinguished embers, and the constable admitted that there was only a bare possibility that with a strong wind some sparks might have been thrown far enough up the hill to catch the dry grass or the root of a tree. That was substantially the testimony. The court notified Judge Payson that he would consume thirty minutes in making up his mind how to decide the case under the law and facts. Judge Payson asked Magistrate Hall for his authority, and where he got his jurisdiction, and he answered under the laws of Wyoming. The judge then asked him to show where the laws of Wyoming give him authority over the National Park, which had been expressly reserved by the Government of the United States by act of Congress, and was no part of Wyoming or any other Territory, and was under strictly national jurisdiction. Hall said that he would assume that he had jurisdiction and authority. At the end of thirty minutes the court reconvened, and Judge Payson was called in to hear the decision, which was that he should pay a fine of \$60 for the ember that was found and \$12.80 costs.

The judge refused to pay a cent, denouncing the decision of the justice as an outrageous and ridiculous one under existing testimony; that it was not shown that any law had been violated or there was any intention to violate a law; that the party had complied with the regulations as strictly as possible, and notified Justice Hall that he would appeal and tendered bail. Hall hesitated about taking bail, but Judge Payson insisted upon his right, and a bail-bond was made out for \$1,000, which Judge Payson signed, Mr. Gillett, a merchant of Chicago, being his bondsman, the latter being required to qualify to property exceeding \$10,000, and the case stood appealed to the United States district court of Wyoming.

After these proceedings had been completed some little time the magistrate sent for Judge Payson and said he wanted to have a talk with him in private in his office. He cleared the office of all persons present, including the constable, and then asked Judge Payson whether or not he (Hall) had authority to remit his fine or costs or either. Judge Payson said that as a defendant it was an improper question for him to answer, and he also thought it was improper for Judge Hall to ask such a question, being the defendant, already convicted and under fine. Hall then asked Judge Payson whether he would be willing to give him advice as an attorney or a party outside of the record. Judge Payson said that under such circumstances he would not hesitate to inform him that he had the legal power to remit the fine and at least so much of the costs as were illegal and excessive. He then informed Hall that by no possibility under the laws of Wyoming or any other State or Territory could he show that \$12.80 of costs had been incurred. Upon examination Hall said that he would make the costs \$4, and then he added that under the circumstances, considering that Judge Payson was a friend to the Park and had not intentionally left any fire behind him, but had given strict orders to have it all put out; that the ember found was an accident, and that the fire was, as admitted by the constable, a small matter, he would accept \$10 for the fine in lieu of the \$60 and reduce the costs from \$12.80 to \$4. Judge Payson demurred and said: "Oh, no, Mr. Hall, I will pay no fine. I have already ap-

pealed the case and given ample bond, and I will prosecute it before the United States court of the Territory. I want a transcript of the proceedings, including a copy of the evidence, and I propose to send one copy of it to Attorney-General Garland for his opinion as to whether or not you have any jurisdiction in such things, as you claim to be a magistrate under the laws of Wyoming, when this Park is no part of the Territory of Wyoming; and the other copy I propose to carry up to the district court before the Federal judge."

The judge then said, "Judge Payson, as you are an old judge yourself and a member of Congress, under the circumstances, not wanting to have any fuss about this, or have it taken up to the United States court, or yourself put to the trouble of speaking to the Secretary of the Interior, you pay me \$1 for the fine and whatever you consider right for the costs."

Judge Payson replied, "Not one cent for a fine; but I am willing to pay for the trouble that the alleged constable has been put to."

And then, having received a copy of the testimony in the case, he departed in peace, turning his face homeward.

Under the law the constable, acting as an informer, is entitled to one-half the fine in addition to the costs that are made; that is where the little joker comes in. It was the opinion of many tourists who witnessed this remarkable proceeding that it was a clear case of outrageous blackmail. It was not the first time that the same trick has been played on travelers in the Park; but it was the first time that it was promptly met by a man who knows his rights and has pluck to assert them. The laws creating the Yellowstone National Park separated the tract of land named in the act from the Territories of Montana, Idaho, and Wyoming, and, as a matter of fact, neither Territory named has any more jurisdiction in the Park than the State of Maryland has over the District of Columbia.

APPENDIX A.

CHAPTER 103.—YELLOWSTONE NATIONAL PARK.

AN ACT to render operative and effectual the laws of the Territory of Wyoming within that portion of the Yellowstone National Park lying within said Territory, and to protect and preserve the timber, game, fish, and natural objects and curiosities of the Park, and to assist in preserving the rights of the United States therein.

Be it enacted by the council and house of representatives of the Territory of Wyoming, That all that portion of the Yellowstone National Park, as the boundaries and limits thereof are now defined and fixed, or may hereafter be fixed and defined by the laws of the United States of America, lying and being situate within the Territory of Wyoming, shall be, and the same is hereby, made part of the county of Uinta, in the said Territory.

SEC. 2. That all of the said Yellowstone National Park lying within this Territory and which, by the first section of this act is made a part of the county of Uinta, is hereby erected and made a precinct of the said county, and the board of county commissioners of said county shall fix one or more voting places within the said precinct, at least thirty days before the time fixed for holding the next regular election for county officers in said county.

SEC. 3. That immediately after the passage of this act, the governor shall appoint, by and with the advice and consent of the council, if the council be in session, otherwise the governor shall appoint two justices of the peace and two constables for the said precinct of the Yellowstone National Park, in said county of Uinta, who shall be considered as officers of said county, and who shall respectively hold their offices until the first Monday in January, in the year of our Lord one thousand eight hundred and eighty-five, and until their successors are elected or appointed and qualified according to this act: *Provided*, That the governor may remove, for good cause, any of the said officers, elected or appointed, and shall have power to fill any vacancy in any of said offices caused by such removal or by the death, resignation, failure to act, or any vacancy arising from any cause, for the unexpired term of such officer or officers.

SEC. 4. That at the next general election of county officers to be holden within the said county of Uinta, there shall be elected two justices of the peace and two constables from the qualified electors of said precinct, to hold their respective offices for the term of two years from the first Monday in January, eighteen hundred and eighty-five, and until their successors are elected or appointed and qualified according to this act: *Provided*, That any citizen of the United States over the age of twenty-one years, who shall have resided in said precinct at least thirty days prior to said election, shall be entitled to vote for the said precinct officers, but for other officers voted for at said

election the qualifications of electors in said precinct shall be as are now or as may be hereafter fixed by the law of this Territory.

SEC. 5. That all laws of the Territory of Wyoming are hereby made operative over that portion of the said Yellowstone National Park lying within this Territory, and that justices of the peace thereon shall have such criminal and civil jurisdiction as is now or may hereafter be conferred by law upon justices of the peace, and all rules of practice and proceedings in the courts of the said justices of the peace in said precinct shall be the same as are now prescribed by law, but no change of venue shall be granted in any case in this precinct; and the constables of said precinct shall perform such duties, and exercise such powers as are now, or may hereafter be performed and exercised by constables or sheriffs under the laws of this Territory.

SEC. 6. That any offense or crime defined by the laws of the United States of America, or by the rules and regulations of the Secretary of the Interior thereof, for the government of the Yellowstone National Park, or for the protection of the game, fish, timber, curiosities, natural objects, or other property therein from spoliation, defacements, damage, or destruction, or for any other purposes, or for the punishment of any crime or offense therein, shall be in force in said Park, the same as the laws of this Territory, and any violation thereof shall be held and deemed to be a misdemeanor, and upon conviction thereof, the offender shall be punished by a fine of not exceeding \$100, or by imprisonment in the county jail for a term not exceeding six months; provided that this section will not apply to any portion of said Park not within the Territory of Wyoming.

SEC. 7. That it shall be unlawful for any person, whether resident or visitor, to deface, injure, or remove any part, portion, or particle of the natural curiosities, or objects of interest, or anything whatever within the Yellowstone National Park, whether tree, rock, stone, shrubbery, earth, geyser, formation grass, or anything whatever, except that it may be permissible to use timber or any other thing, not objects of curiosity or of interest adding to the scenic attractions of the said Park, for the necessary purposes of fuel or house building, or any domestic, useful, or necessary purpose not prohibited by the laws of the United States or the rules and regulations of the Secretary of the Interior, and any person so offending shall be guilty of a misdemeanor, and shall, on conviction thereof, be punished by a fine not exceeding \$100, or by imprisonment in the county jail not exceeding six months.

SEC. 8. That the killing, wounding, or capturing, at any time, of any buffalo, bison, moose, elk, deer, mountain sheep, Rocky Mountain goat, antelope, beaver, otter, martin, fisher, grouse, prairie chicken, pheasant, foalhen, partridge, quail, wild goose, duck, eagle, magpie, swan, heron, sparrow, robin, meadow-lark, thrush, gold-finch, flicker or yellow-hammer, blackbird, oriole, jay, snowbird, or any of the small birds commonly known as singing birds, is prohibited within that part of said Park lying within the Territory of Wyoming; nor shall any fish be taken out of the waters of the said portion of the Park by means of seines, nets, traps, or by the use of drugs, or any explosive substances or compounds, or in any other way than by hook and line; any person violating the provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined for each offense not less than twenty nor more than one hundred dollars, or by imprisonment for not more than six months, or by both such fine and imprisonment. Possession of the dead bodies, or any part thereof, of any of the animals or birds hereinbefore mentioned, shall be *prima facie* evidence that the person or persons having the same are guilty of violating this act; any person or persons, or stage, express, or railroad company receiving for transportation any of the animals, birds, or fish named herein, knowing or having reasonable cause to believe that such animals, birds, or fish were killed or captured in violation of this act, shall be deemed guilty of a misdemeanor and shall forfeit and pay for every such offense the sum of two hundred and fifty dollars, to be reserved by a proceeding in the nature of an information before any Territorial or United States district court within whose jurisdiction such offense was committed, and it shall be the duty of the district attorney of the United States for such Territory or district to institute and prosecute such proceeding in the name of the United States. The amount collected from the party offending to be paid into the Treasury of the United States.

SEC. 9. That the justices of the peace and constables of said precinct shall, before entering upon their respective offices, take and subscribe an oath to support the Constitution and laws of the United States, the organic acts and laws of this Territory, and to faithfully perform the duties of their offices to the best of their ability; which oath may be taken before any person authorized to administer oaths under the laws of this Territory, but if no such person authorized to administer an oath be accessible, then such justices of the peace shall administer the oath to each other with like effect in all proceedings, both civil and criminal, as though the oath had been administered by a person authorized to administer oaths, and the said constables may take such oaths before either of said justices of the peace when qualified. Each of the said officers shall make, execute, and file a bond in the amount, within the time, and in the same manner as is provided by the laws of this Territory relating to the qualifications of justices of the peace and constables.

SEC. 10. That such officers, when qualified, shall hold their offices within said precinct, and one of the said justices of the peace shall keep his office at or near the lower Firehold Basin and the other at or near the Mammoth Hot Springs, in the said Yellowstone National Park; each constable appointed or elected within said precinct shall properly equip himself with a horse and all other necessary equipment for the apprehension, pursuit, and capture of offenders or persons accused of any crime or offense against the laws of this Territory.

SEC. 11. Each justice of the peace within said precinct shall receive an annual salary of three hundred dollars (\$300), payable monthly, and each constable within said precinct shall receive an annual salary of four hundred dollars (\$400), payable monthly, and one hundred dollars (\$100) for a horse and equipment; and said officer shall, in addition to such salary, receive such fees in civil and criminal cases as are now or may hereafter be paid to like officers under the laws of this Territory.

SEC. 12. All fees collected by the justices of the peace in criminal or civil cases shall be retained by said justices of the peace and paid to them or to the constables and persons entitled to the same, but certified statements thereof shall be transmitted monthly by the said justices to the Territorial treasurer and Territorial auditor, and all fines collected under the provisions of this act shall be paid over to the justices of the peace, and such justices shall monthly transmit the same by some safe mode of conveyance to the Territorial treasurer, who shall place the same to the credit of the Yellowstone National Park fund, and the said justices shall, at the time of transmitting such fines so collected, forward to the Territorial auditor a certified statement of the same, stating in what cases the same were assessed and collected.

SEC. 13. That all persons accused of crimes and offenses held for trial, and bound over by the said justices of the peace within said precinct, shall be sent to the county seat of Uinta County for trial before the district court of said county.

SEC. 14. That the expenses of all criminal prosecution trials and examinations of offenses committed within the limit of said precinct, either before a justice of the peace in said precinct or the district court of Uinta County, and the salaries and fees allowed to the said justices of the peace and constables, shall be borne and paid by the Territory of Wyoming, and not by the county of Uinta; and the sum of \$8,000, or so much thereof as may be necessary, not otherwise appropriated, is hereby appropriated out of the Territorial Treasury for the payment of salaries and fees in criminal cases for the said justices of the peace, and constables within said precinct, and for all expenses attending the arrest, apprehension, examination, and trial of all persons accused of violating any of the laws of this Territory within said precinct, or before the district court of Uinta County for the erection, maintenance, and repair of a guard-house or jail therein, for the maintenance, care, and transportation of prisoners and all persons accused of crime or offenses committed in said precinct, and for all other purposes contemplated by this act. It shall be the duty of the judge of the district court in and for the county of Uinta to approve all just claims, fees, and compensation of jurors, witnesses, and all other expenses connected with the trial of persons accused of crimes or offenses committed within the said precinct, and shall transmit the same to the Territorial auditor for auditing and allowance, and the auditor shall draw a warrant upon the Territorial treasurer in favor of the said claimants, and the Territorial treasurer shall pay the same out of the funds in his hands appropriated and received for that purpose. The justices of the peace of said precinct shall transmit their claim for said salary and uncollected fees in criminal cases, properly certified, to the Territorial auditor, who shall audit and allow the same and draw a warrant upon the Treasury for the amount thereof, and said warrant shall be paid by the Territorial treasurer on presentation. The constables of said precinct shall transmit their claims, verified by their oaths that the same is just and correct, and that they have been vigilant in the performance of their duties and have patrolled that portion of said precinct containing natural curiosities and objects of interest at least 20 days in each month then passed, from the fifteenth day of May until the fifteenth day of November, and a warrant shall be drawn therefor by the auditor and paid by the treasurer as in other cases, and this appropriation is made in the faith and belief that the United States will reimburse the amounts hereof and relieve this Territory from the payment of the same.

SEC. 15. The constables and justices of the peace, or a majority of them, shall cause a suitable guard-house or jail to be erected at or near the Lower Firehole Basin in the said precinct under their supervision, at a cost not exceeding one thousand dollars, for the confinement and incarceration of persons awaiting examination or trial before the justices of the peace of said precinct, or the district court in and for the County of Uinta, and one of said constables, whose office shall be at said place, shall have charge of said guard-house or jail, and shall be paid, in addition to his salary and fees as provided in this act, the sum of one dollar per day for keeping and maintaining each of said prisoners or persons accused of crime confined therein: *Provided*, That all persons held for trial by the said justices of the peace before the district court of Uinta County, shall be by the sheriff of Uinta County conveyed with all due and con-

venient speed to the common jail in Uinta County, to be therein confined for trial and such sheriff shall be entitled to the same fees as are now provided by law for keeping and maintaining such prisoners, and it shall be the duty of the said justices of the peace, upon committing any party for trial, to immediately notify the sheriff thereof.

SEC. 16. That nothing in this act contained shall be so construed as to interfere or attempt to interfere in any manner with any of the rights, property, or interest, rights, franchises, and easements of the United States of America of, in, and to the Yellowstone National Park, or any part thereof, but the object and intent of this act is to assist and aid the Government of the United States in keeping and maintaining the said Park as a place of resort.

SEC. 17. That one-half of all the fines assessed against offenders under the provisions of this act shall be paid to the officer or other person who appears as the prosecuting witness or informer, and the residue shall be paid into the Territorial treasury, as is hereinbefore provided.

SEC. 18. That five hundred copies of this act be, and the same are hereby, ordered to be printed and furnished to the said justices of the peace within said precinct for distribution, and all expenses attending the printing, mailing, or sending by express of the same shall be paid out of the Territorial treasury to the charge of said fund, as hereinbefore provided.

SEC. 19. That all acts and parts of acts in conflict with the provisions of this act be, and the same are hereby, repealed, in so far as the same conflict with this act.

SEC. 20. This act shall take effect and be in force from and after its passage.

Approved March 6, 1884.

APPENDIX B.

RULES AND REGULATIONS OF THE YELLOWSTONE NATIONAL PARK.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., May 4, 1881.

(1) The cutting or spoliation of timber within the Park is strictly forbidden by law; also the removing of mineral deposits, natural curiosities or wonders, or the displacement of the same from their natural condition.

(2) Permission to use the necessary timber for purposes of fuel and such temporary buildings as may be required for shelter and like uses, and for the collection of such specimens of natural curiosities as can be removed without injury to the natural features or beauties of the grounds, must be obtained from the superintendent, and must be subject at all times to his supervision and control.

(3) Fires shall only be kindled when actually necessary, and shall be immediately extinguished when no longer required. Under no circumstances must they be left burning when the place where they have been kindled shall be vacated by the party requiring their use.

(4) Hunting, trapping, and fishing, except for purposes of procuring food for visitors or actual residents, are prohibited by law; and no sales of game or fish taken inside the Park shall be made for the purposes of profit within its boundaries or elsewhere.

(5) No person will be permitted to reside permanently within the Park without permission from the Department of the Interior; and any person residing therein, except under lease, as provided in section 2475 of the Revised Statutes, shall vacate the premises within thirty days after being notified in writing so to do by the person in charge; notice to be served upon him in person or left at his place of residence.

(6) The sale of intoxicating liquors is strictly prohibited.

(7) All persons trespassing within the domain of said Park, or violating any of the foregoing rules, will be summarily removed therefrom by the superintendent and his authorized employes, who are, by direction of the Secretary of the Interior, specially designated to carry into effect all necessary regulations for the protection and preservation of the Park as required by the statute, which expressly provides that the same "shall be under the exclusive control of the Secretary of the Interior, whose duty it shall be to make and publish such rules and regulations as he shall deem necessary or proper," and who "generally shall be authorized to take all such measures as shall be necessary or proper to fully carry out the object and purposes of this act."

Resistance to the authority of the superintendent, or repetition of any offense against the foregoing regulations, shall subject the outfits of such offenders and all prohibited articles to seizure, at the discretion of the superintendent or his assistant in charge.

P. W. NORRIS,
Superintendent.

Approved.

S. J. KIRKWOOD,
Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, January 15, 1883.

SIR: The regulations heretofore issued by the Secretary of the Interior in regard to killing game in the Yellowstone National Park are amended so as to prohibit absolutely the killing, wounding, or capturing at any time of any buffalo, bison, moose, elk, black-tailed or white-tailed deer, mountain sheep, Rocky Mountain goat, antelope, beaver, otter, marten, fisher, grouse, prairie chicken, pheasant, fool-hen, partridge, quail, wild goose, duck, robin, meadow lark, thrush, goldfinch, flicker or yellow hammer, black bird, oriole, jay, snow bird, or any of the small birds commonly known as singing birds. The regulations in regard to fishing in the waters of the Park are amended so as to prohibit the taking of fish by means of seines, nets, traps, or by the use of drugs, or any explosive substances or compounds, or in any other way than the hook and line.

All cutting of timber in the Park, except upon special permission from the Department of the Interior, is prohibited.

You will please see that all persons coming within the limits of the Park are notified, so far as possible, of these regulations, and that they observe the same.

You will report to this Department any infractions of the regulations.

Very respectfully,

H. M. TELLER,
Secretary.

The SUPERINTENDENT OF THE YELLOWSTONE PARK.

APPENDIX C.

This indenture, made this ninth day of March, 1883, between Henry M. Teller, Secretary of the Interior, for and on behalf of the United States, party of the first part, and Carroll T. Hobart, of Fargo, Dakota Territory, and Henry F. Douglas, of Fort Yates, Dakota, and Rufus Hatch, of the city of New York, parties of the second part, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each as follows:

ARTICLE 1. That the said party of the first part, by virtue of the authority conferred by acts of Congress, and in consideration of the rents, covenants, and agreements hereinafter and by these presents mentioned, reserved and contained, doth grant, demise, and lease unto the said parties of the second part the tracts and parcels of land lying within the Yellowstone National Park, described as follows:

1. Beginning at the center of a building known as McCartney's Store, thence N. 45° E. 208 feet to a corner, thence west 295.16 feet to a corner, thence south 295.16 feet to a corner, thence east 295.16 feet to a corner, thence north 295.16 feet to the first corner, containing 2 acres of land, more or less.

2. Beginning at a point due east from the center of "Old Faithful" and 1,320 feet distant therefrom, thence east 255.6 feet to a corner, thence north 255.6 feet to a corner, thence west 255.6 feet to a corner, thence south 255.6 feet to place of beginning, containing 1½ acres of land, more or less.

3. Beginning on the south bank of Madison River at a point 1 mile east from the western boundary line of the Park, thence south 255.6 feet to a corner, thence east 255.6 feet to a corner, thence north 255.6 feet to a corner, thence west 255.6 feet to the place of beginning, containing 1½ acres of land, more or less.

4. Beginning at a point due east from the easterly side of Soda Springs and distant therefrom 25 feet; thence east 208.71 feet to a corner, thence north 208.71 feet to a corner, thence west 208.71 feet to a corner, thence south 208.71 feet to the place of beginning, containing 1 acre of land, more or less.

5. Beginning at a point due east from "Tower Falls" and distant therefrom 25 feet, thence east 255.6 feet to a corner, thence north 255.6 feet to a corner, thence west 255.6 feet to a corner, thence south 255.6 feet to the place of beginning, containing 1½ acres of land, more or less.

6. Beginning at a point due east from the head of "Canon or Great Falls" and 1,320 feet distant therefrom, thence east 255.6 feet to a corner, thence north 255.6 feet to a corner, thence west 255.6 feet to a corner, thence south 255.6 feet to the place of beginning, containing 1½ acres of land, more or less.

7. Beginning upon the bank of the Yellowstone Lake at the outlet, thence west 200 feet to a corner, thence south 217.08 feet to a corner, thence east 200 feet to the bank of the lake, thence northerly, along the bank of the lake, about 218 feet to the place of beginning, containing 1 acre of land: *Provided*, That the several parcels of land above mentioned are not within one-quarter of a mile of any of the geysers or the Yellowstone Falls.

To have and to hold the above described land unto the said parties of the second part and their heirs, executors, administrators, and assigns for and during the term of ten years, commencing from the ninth day of March, 1883, and ending on the ninth day of March, 1893, the parties of the second part paying rent therefor as hereinafter stated. And the party of the first part for himself and his successors in office, on behalf of the United States, hereby covenants and agrees that the parties of the second part shall have and enjoy the quiet and peaceable possession of the said land during the term aforesaid, subject to the conditions and limitations hereinafter set forth.

ART. 2. And the parties of the second part hereby agree to build or cause to be built upon the parcel of land above described and numbered "1," one hotel to contain not less than two hundred and fifty rooms and at a cost, including necessary furniture and outfit, of not less than \$150,000, and also necessary outhouses, bath and ice houses, and electric-light machinery. And upon the parcels of land above described and numbered from "2" to "7," both included, to build or cause to be built such hotels or other buildings as may be approved by the Secretary of the Interior: *Provided, however,* That nothing herein contained shall be construed to prohibit the Secretary of the Interior from making other leases of land at other points within the Park for the same purpose as hereinabove specified.

ART. 3. And the parties of the second part, in consideration of the leasing of the land aforesaid, do covenant and agree with the said party of the first part to pay or cause to be paid to the Secretary of the Interior, at his office in the city of Washington, or to such person and at such place as he may designate, a rental at the rate of \$2 per year, commencing from the date and continuing for and during the term hereof, for each and every acre of land hereby leased unto the said parties of the second part. Said rental to be paid annually; the first of such payments to be made on or before the 9th day of March, 1884, and the succeeding payments to be made on or before the 9th day of March in each and every year.

ART. 4. And the said parties of the second part hereby covenant with the party of the first part, that at the expiration of the term mentioned in this lease, or upon the ending of said term by election of the party of the first part, as hereinafter provided in case of default of payment of rent in the manner stipulated, or failure to observe and keep the covenants herein contained, to be observed and kept by the said parties of the second part, that they will peaceably surrender and deliver up the said demised land to the said party of the first part or his successor in office. And it is agreed by and between the parties hereto that upon such surrender, and in the event of failure to renew this lease, or any part thereof, or to enter into new terms of possession by the parties of the second part, then the value of the buildings and other permanent improvements belonging to the parties of the second part upon the land surrendered shall be determined by three arbitrators, of whom the Secretary of the Interior shall name one, the parties of the second part shall name the second, and the two thus named shall designate the third, and such buildings and improvements shall become the sole and absolute property of the United States upon the ratification by Congress of the valuation set upon the same as above provided and appropriation of the amount of such valuation in payment to the parties of the second part for such buildings and improvements: *Provided, however,* That nothing herein shall be construed to bind or commit the United States to the payment of any sum or amount of money or other compensation whatever.

ART. 5. And the parties of the second part hereby agree to prepare and submit to the Secretary of the Interior an itemized schedule or tariff of the charges to be paid for each and every accommodation furnished and service rendered by them to visitors within the Park; and no charges shall be demanded or received from any person by or on behalf of the parties of the second part until such schedule of items and charges shall be approved by the Secretary of the Interior; nor shall any payment be at any time demanded or received by or on behalf of the parties of the second part, or any person in their employ or under their control, for any accommodation or service not specified in said schedule or tariff approved by the Secretary of the Interior, nor in any greater amount than therein approved.

ART. 6. And the parties of the second part hereby agree to observe and obey at all times such rules and regulations as have been or may hereafter be, from time to time, established and published by the Secretary of the Interior, or by his direction, for the care and management of the Park, and to require and enforce obedience to the same on the part of all persons employed by them or under their control within the said Park. And they further agree to require that all persons employed by them or under their control at any time within the said Park shall wear a uniform or badge by which they may be known and distinguished as the servants or employés of the said parties of the second part; and that they will not employ or retain in their service, in any capacity, or permit to remain upon any of the premises, or within any building herein mentioned or provided for, any person or persons whose presence within the said Park shall be deemed and declared by the Secretary of the Interior,

or by such officer as may represent him in the immediate management and superintendence of the Park, to be subversive of the good order and management thereof.

ART. 7. It is expressly understood and agreed by and between the parties aforesaid that if the rent above reserved, or any part thereof, shall be unpaid on the day and at the place of payment whereon the same ought to be paid as aforesaid, or if default shall be made in any of the covenants herein contained, to be kept by the said parties of the second part or their executors, administrators, and assigns, and if the parties of the second part shall not make such payment or rent or keep and perform the covenants herein within ninety days after due notice of default therein, to be given to the parties of the second part in writing by the Secretary of the Interior or his authorized agent, then it shall and may be lawful for the said party of the first part or his successor in office, agent, or attorney, at his or their election, to declare this lease forfeited and the term thereof ended, and the demised land or any part thereof, either with or without process of law, to re-enter, and the parties of the second part or any other person or persons occupying, in or upon the same, to expel, remove, and put out, using such force as may be necessary in so doing, and the said premises again to repossess in behalf of the United States. And in the event of any rent being due and unpaid, whether before or after such forfeiture, to distrain for any rent that may be due upon any property belonging to the said parties of the second part, whether the same be exempt from execution or distress by law or not, and the said parties of the second part hereby waive all legal right which they may have to hold or retain such property under any exemption law in force in or over the said National Park. Meaning and intending thereby to give to the party of the first part a valid and first lien upon any and all the buildings, goods, chattels, or other property belonging to the said parties of the second part, within the said Park, as security for the payment of said rents, and for the faithful performance of the conditions of this lease, in manner aforesaid, anything herein contained to the contrary notwithstanding.

ART. 8. And it is hereby understood and agreed that the parties of the second part shall not have the right to mine or remove from said demised land any gold, silver, copper, or other precious mineral; nor to mine any coal, nor to cut or remove from said land any timber, excepting as may be authorized by the Secretary of the Interior, and under such restrictions as he may prescribe. And the parties of the second part hereby agree not to injure or destroy, or knowingly to permit any person in their employ or under their control to injure or destroy, any of the game, or any mineral deposit, natural curiosity, or wonder within the Park.

ART. 9. And it is expressly understood that nothing contained in this lease shall be construed as to include any the geysers or other objects of curiosity or interest in said Park, or to exclude the public from the free and convenient approach thereto.

ART. 10. And it is further agreed that if, upon any survey hereafter made of the land hereby demised, any error of description be discovered, the description of said land herein contained shall be corrected to correspond with such survey.

ART. 11. And it is understood by and between the parties hereto that no transfer or assignment of this lease shall be valid or recognized by the party of the first part unless such assignment be first approved, in writing, by the Secretary of the Interior.

ART. 12. And it is further agreed by and between the parties hereto that no Member of or Delegate to Congress shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

[SEAL.]

H. M. TELLER,

Secretary of the Interior.

[SEAL.]

C. T. HOBART.

[SEAL.]

HENRY F. DOUGLAS,

By M. F. MORRIS, *his Attorney.*

Witnesses as to H. M. Teller, C. T. Hobart, and H. F. Douglas:

E. P. HANNA,

EDW'D M. DAWSON.

[SEAL.]

RUFUS HATCH,

By J. A. WILLIAMSON, *his Attorney.*

Witness to Rufus Hatch (by his attorney):

EDW'D M. DAWSON.

Executed in duplicate.

APPENDIX D.

AGREEMENT.

This agreement, made and executed the first day of September, 1882, by and between Merritt L. Joslyn, Acting Secretary of the Interior, for and on behalf of the United States, party of the first part, and Carroll T. Hobart, of Fargo, Dakota Territory, and Henry F. Douglas, of Fort Yates, Dakota Territory, parties of the second part, for themselves, their heirs, executors, and assigns, and such other parties as may hereafter be associated with them, witnesseth that the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other as follows:

ARTICLE 1. That the said party of the first part, by virtue of the authority conferred by an act of Congress entitled "An act to set apart a certain tract of land lying near the headwaters of the Yellowstone River as a public park," approved March 1, 1872 (Stats., vol. 17, ch. xxlv, now sections 2474 and 2475 of the Revised Statutes), and in consideration of the rents, covenants, and agreements hereinafter and by these presents mentioned, reserved, and contained, hereby agrees to lease unto the said parties of the second part such parcels of land within the said Park as may be selected by the said parties of the second part, necessary to fully carry out the objects and purposes hereafter mentioned of the parties to this agreement; the location of said land and the quantity thereof to be subject to the approval of the Secretary of the Interior. And the party of the first part hereby agrees that upon the receipt of surveys and plats of such locations, to be made and presented by or on behalf of the parties of the second part and without expense to the United States, he will execute and deliver unto the parties of the second part a valid lease for a term of not exceeding ten years for such parcels and quantity of land as may in the discretion of the Secretary of the Interior be necessary for the purposes of this agreement as hereinafter set forth, and not incompatible with the interests of the Government and the objects for which the said Park was established.

ART. 2. And the party of the first part hereby agrees to permit the party of the second part to use for the purpose of constructing the building hereinafter mentioned, and for proper repairs and additions to the same, and for fuel for heating such buildings, and for telegraph poles and other necessary uses and objects, so much of the timber, coal, and other material within the said Park as may be required for such purpose and not necessary to be reserved for the use and purposes of said Park as declared in said act of Congress or by the regulations of the Department of the Interior; to be taken from such parts only of the Park as may be designated by the Secretary of the Interior or other person duly authorized on behalf of the United States. And the parties of the second part agree to keep or cause to be kept a true and faithful account of all such timber and other materials taken from the Park and used by them at any time for the purposes aforesaid, and to furnish quarter-annually a statement of the same to the Secretary of the Interior, commencing on the 1st day of January, 1883.

ART. 3. And the party of the first part hereby agrees that the parties of the second part shall have the use of arable land within the Park (the quantity and location of the same to be subject to the approval of the Secretary of the Interior) for the purpose of raising supplies of vegetables, grain, and forage for the use of the parties of the second part within the Park. This privilege to be revoked at any time whenever the Secretary of the Interior may deem such revocation to be necessary for the protection of the public interests.

ART. 4. And the party of the first part hereby agrees to permit the parties of the second part to have and enjoy the free use of the waters of the Park for supplying the hotel and other buildings (including bath-houses) hereinafter mentioned, and for use as power for such machinery as may be erected by them in pursuance of the terms of this agreement: *Provided, however,* That no appropriation of such waters by the parties of the second part shall exceed the quantity required for necessary and convenient use of the same except as may be required for the purposes herein specified. And nothing herein contained shall be construed as conferring upon the parties of the second part the privilege of altering the natural courses of any of the waters of the Park or diverting the same without the approval of the Secretary of the Interior first obtained.

ART. 5. And in consideration of said lease and of the other privileges herein mentioned and granted by the party of the first part, the parties of the second part agree to pay unto the Secretary of the Interior such annual rental for the land to be leased to them, as herein provided, as may hereafter, and upon the execution of a lease, therefor, be mutually agreed upon, not to exceed the sum of \$2 per acre.

ART. 6. And the said parties of the second part agree to erect or cause to be erected, within the limits of the Yellowstone National Park, one principal building, to be used and operated by them, or under their control and direction, as a hotel, and such auxiliary buildings, including bath-houses, as may be necessary and adequate to the accommodation of visitors to the Park. Said hotel and other buildings and bath-houses

to be erected upon sites to be designated by the Secretary of the Interior, and of such design and dimensions as he may approve.

ART. 7. And the parties of the second part agree to provide and equip such lines of stages and such other livery accommodations as may be deemed necessary by the Secretary of the Interior for the comfortable and expeditions conveyance of passengers to and from the boundaries of the Park nearest the most convenient and accessible railway station or stations, and to and from all the points within the Park of interest to visitors, and to furnish guides to point out to visitors the natural curiosities and wonders within the Park.

ART. 8. And the parties of the second part hereby agree to place upon the waters of the Park yachts and other sail-boats and row boats for the use and pleasure of the visitors to the Park: *Provided, however,* That nothing herein contained shall be construed to conflict in any way with any privilege which may have been heretofore granted by the Secretary of the Interior to any other person or persons for the building and operating of a steamboat upon the Yellowstone Lake.

ART. 9. And the parties of the second part hereby agree to construct and operate a line of telegraph from the hotel herein provided for and such other points within the Park as may be required for the public convenience and accommodation, and to receive and transmit upon said telegraph line, free of charge, all messages to and from any officer or employé of the United States relating to Government business.

ART. 10. And the parties of the second part hereby agree to establish stores or trading stations at such points within the Park as may be required by the necessities of the public and approved by the Secretary of the Interior.

ART. 11. And the parties of the second part hereby agree to prepare and submit to the Secretary of the Interior an itemized schedule or tariff of the charges to be paid for each and every accommodation furnished and service rendered by them as herein provided; and no charges shall be demanded or received from any person by or on behalf of the parties of the second part until such schedule of items and charges shall be approved by the Secretary of the Interior; nor shall any payment be at any time demanded or received by or on behalf of the parties of the second part, or any person in their employ or under their control, for any accommodation or service not specified in said schedule or tariff approved by the Secretary of the Interior, nor in any greater amount than therein approved.

ART. 12. And the parties of the second part hereby agree to observe and obey at all times such rules and regulations as have been, or may hereafter be, from time to time, established and published by the Secretary of the Interior, or by his direction, for the care and management of the Park, and to require and enforce obedience to the same on the part of all persons employed by them or under their control within the said Park. And they further agree to require that all persons employed by them or under their control at any time within the said Park shall wear a uniform or badge by which they may be known and distinguished as the servants or employés of the said parties of the second part; and that they will not employ or retain in their service in any capacity, or permit to remain upon any of the premises or within any building herein mentioned or provided for, or which may hereafter be occupied or controlled by the parties of the second part within the said Park, any person or persons whose presence within the said Park shall be deemed and declared by the Secretary of the Interior, or by such officer as may represent him in the immediate management and superintendence of the Park, to be subversive of the good order and management thereof.

ART. 13. And it is agreed by and between the parties hereto that in case of a failure to renew such lease or leases, or any part of the same, or to enter into new terms for continuance of possession by said parties of the second part, the buildings upon such sites and the permanent improvements thereon, or on any of such sites, surrendered to the Government, shall become the sole and absolute property of the United States, subject to such compensation therefor as may be granted by Congress; it being also expressly understood that nothing herein shall be construed to bind or commit the United States to the payment of any sum or amount of money or other compensation whatsoever; but the said parties agree to leave the whole subject-matter of such compensation to the just judgment and consideration of Congress.

ART. 14. And it is agreed by and between the parties hereto that each and every clause of this agreement wherein the parties of the second part stipulate and agree to perform any act tending to the entertainment, comfort, convenience, or pleasure of visitors to the Park shall be construed not only as an obligation on the part of the parties of the second part to perform such agreement, but also as a grant on the part of the party of the first part of the privilege to do and perform such act. And in consideration of the covenants, agreements, and stipulations of the parties of the second part herein contained the party of the first part hereby agrees that the parties of the second part shall have and enjoy the privileges herein and hereby conferred and granted, to the exclusion of any other person or persons, for the term of ten years commencing from the date of the first lease hereafter to be granted under the provisions and stipulations of this agreement.

ART. 15. And it is expressly understood by and between the parties hereto that each and every of the covenants, agreements, and stipulations herein set forth shall be subject to such rules and regulations as may have been or may hereafter be made and published by the Secretary of the Interior, or by his direction and authority, for the proper care, management, and improvement of the Park or for fully carrying into effect the objects and purposes of the act of Congress by which the Park was established and set apart. And the repetition of this provision in any clause of this agreement shall not be construed as a waiver of the same as regards any other clause or clauses.

ART. 16. And it is expressly understood by and between the parties hereto that no transfer or assignment of any lease made by the party of the first part, in pursuance of this agreement, or of any privilege hereby conferred, shall be valid or recognized by the party of the first part, unless such assignment be first approved by the Secretary of the Interior.

ART. 17. And it is further agreed that, before the party of the first part shall be bound by this agreement, the parties of the second part shall furnish a joint and several bond in the sum of \$10,000, duly executed to the United States of America, with two or more good and sufficient sureties; said bond to be conditioned for the faithful performance of this agreement in all its particulars by the parties of the second part.

ART. 18. And it is agreed by and between the parties hereto that no member of or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ART. 19. And it is further agreed by and between the parties hereto that this agreement may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

M. L. JOSLYN,
Acting Secretary of the Interior.
CARROLL T. HOBART.
HENRY F. DOUGLAS.

Witnesses:

URI J. BAXTER.

EDWD. M. DAWSON.

Executed in duplicate.

MEMORANDUM.—Appendix E is a photograph of which the Department cannot furnish copy.

APPENDIX F.

The plot as surveyed for Mr. Clarke is bounded as follows:

Beginning at a point due east 259 feet from the south boundary point, corner of Mr. Haynes's lease, which point is the northeast corner, the line runs south $82^{\circ} 45'$ west 604 feet 8 inches to the northwest corner marked by a stake, thence north $82^{\circ} 45'$ east 604 feet 8 inches to the southeast corner; thence due north 287 feet to the place of beginning.

Said boundaries inclosing 4 acres.

W. H. WEED.

AUGUST 30, 1885.

APPENDIX G.

SANITARY CONDITION OF NATIONAL HOTEL AT MAMMOTH HOT SPRINGS.

22 WEST THIRTY-FIRST STREET, NEW YORK CITY, N. Y.,

September 19, 1885.

DEAR SIR: During a recent visit to the Yellowstone Park I was compelled to stop a few days at the Mammoth Hot Springs Hotel. This was during the second week in August.

As I was called upon to prescribe professionally for some friends that had been stopping at this hotel about a week, the nature of their sickness excited my suspicion about the sanitary condition of the hotel and its immediate surroundings; also learning that a large proportion of the guests of the hotel were also attacked by the same disease, viz, diarrhea, within a few days or two of their arrival, I was stimulated to examine the privies, water-closets, and provisions for sewerage from the house.

A very superficial inspection was sufficient to satisfy myself of the probable cause of so much sickness.

At the time of this visit I had no thought of making any public reference or report to your Department on this subject, otherwise I should have made a critical inspection of the whole establishment, but the evidence of criminal negligence and disregard of the well recognized laws of health was so overwhelming that I take the liberty to call your attention to the subject, and to express the hope that steps may be taken to correct the evil.

The atmosphere of the hotel was often loaded with offensive odors that, followed up, would unmistakably lead a novice even to the water-closets and privies. When these were reached the most disgusting sight was presented, such as I have never seen equaled in a public house of the smallest pretensions. The privy bowls were more or less filled with human excrement; some even overflowing upon the surrounding floor, caused either by an insufficient water supply or by an obstruction in the waste pipes. I only examined the privy for gentlemen, but was informed by a person that did so, that the closet for females was equally fouled. An examination in the rear of the house disclosed the sewage flowing over the surface of the ground, where it had either been deliberately thrown, or had escaped from overflowing or obstructed drains. Zymotic diseases may be caused by either a poisoned atmosphere, polluted drinking water, or impurities that have tainted the food supply. A more critical examination than I have made is necessary for the assurance that all the evils were detected; but I saw enough to satisfy me that whoever is responsible for these defects should be called to account for disregarding the simplest principles of sanitary science, and thus exposing to disease the unsuspecting sojourner at this hotel.

Very respectfully, your obedient servant,

B. P. LINCOLN, M. D.

To W. HALLETT PHILLIPS, Esq.,
Special Agent of the Interior Department, Washington, D. C.

